



RULES OF AUCTION

1. This auction will be held under the control of Meat Naturally Pty (hereinafter referred to as "the Auctioneer") with business premises situated at 1 Hawkins Avenue, Matatiele.
2. The Auctioneer shall be regarded as the Agent of the Seller in terms of s22 of the regulations to the Consumer Protection Act 68 of 2008 (GN 34180).
3. The rules of this auction shall comply with the provisions of Section 45 and all relevant regulations to the Consumer Protection Act 68 of 2008.

PROCEDURES PRIOR TO THE AUCTION

4. The auction shall take place at the date and time as advertised or publicized and will not be postponed or delayed enabling any member or group of the public to partake in the auction.
5. Should the Auctioneer become aware of any fault on advertising material or any other publication or amendment to these Rules of Auction, the Auctioneer will prior to the auction point out and when necessary, amend such mistakes in the advertisement or publication.
6. Any person attending the auction to enter a bid, must prior to the auction register as a buyer on the bidders' roll and comply with the conditions as set out in Chapter 1 of FICA 2001. The Buyer shall sign the bidders' roll/card.
7. Any person who attends the auction to enter a bid on behalf of another person must be duly authorized thereto by means of a written letter of authority from his/her principal and such a person together with his/her principal must both register prior to the auction on the bidders' roll and provide all necessary information as required in Chapter 1 of the regulations issued in terms of FICA 2001 with regard to proof of his/her and the principal's identity.
8. The bidders' roll/card must be signed by such a person on behalf of his/her principal.
9. Where the principal is a company the letters of authority shall appear on the letterhead of the company together with a certified copy of a resolution authorizing the person to bid on behalf of the company. (For purposes of this paragraph, any reference to a company will include any reference to juristic person including partnerships, trusts, or incorporated entities).
10. All buyers have a right to inspection of all goods put up for sale and the auctioneer shall provide reasonable time and access prior to the start of the bidding for such an inspection.
11. The rules of auction will only be read out at the auction if they are not made available to the buyers prior to the sale or made available to the public at the place of business of the Auctioneer. The rules shall also be published on the website of the Auctioneer.

THE AUCTION

12. The control of the auction shall be entirely in the hands of the auctioneer who shall regulate the advances in the bidding. In the event of a dispute, the auctioneer shall have the right to decide who was the last bidder at any stage of the sale, and may for any reason whatsoever, and in its absolute discretion, direct that bidding shall be resumed, or that bidding shall start afresh, or may withdraw the asset or lot from the sale and put it up for sale at whatever time he/she may, in his/her absolute discretion, deem fit.
13. A sale by auction is complete when: -
 - a. the auctioneer announces the completion of bidding; and
 - b. The Owner of the animal(s) sold, or his/her authorized representative has approved/confirmed the sale.
14. Until the auction of any animal(s) is/are complete as is envisaged in the preceding paragraph: -
 - a. a bid may be retracted; and
 - b. Any bid may be declined by the Auctioneer if not compliant with the regulations of the Consumer Protection Act.

VOETSTOOTS

15. All livestock is sold "voetstoots" and the buyers do **not** enjoy the protection of Section 55 of the Consumer Protection Act.
16. Any information provided regarding the quality, breeding, age, date of insemination, condition, reproductive status or any information regarding health, production or mass or any other aspect of the livestock, is provided by the seller and any misrepresentation by the seller is without the cooperation or knowledge of the Auctioneer. Any right of recourse as a result of such misrepresentation shall be against the seller.

VAT

17. Any bid made does not include VAT which, where applicable, will be added to the bidding price for which a VAT invoice will be issued.

PAYMENT FOR PURCHASES

18. All sales are final and the purchase price is payable **immediately** to Meat Naturally via Immediate EFT or debit/credit card on acceptance of the bid and completion of the sale as is envisaged in paragraph 14 above. Any payment made via card facility is subject to 3% handling fees. No cash payments will be accepted.

19. For all sales that have arranged payment plans, invoices for payment will be issued within 24 hours. Any balance not paid within will be subject to 3% fee after 30 days, 5% after 45 days, 7% after 60 days, and 10% after 90 days.
20. Should the Buyer not pay the purchase price immediately and has failed to make arrangements for payment with the Auctioneer, then the Auctioneer, in his sole and absolute discretion, shall be entitled to cancel the sale and treat the Animal(s) or lots as unsold lots which may again be presented on the auction for sale or be sold out of hand, depending on the seller's mandate to the auctioneer.
21. Ownership in the animal(s) sold will remain that of the seller until the purchase price has been paid in full to the Auctioneer with the proviso that the risk in the animal(s) passes to the Buyer at the fall of the completion of the sale as set out in paragraph 14 above.
22. In the event that the Buyer has made the necessary finance arrangements with Meat Naturally, the Buyer hereby authorizes Meat Naturally to pay the purchase price minus Meat Naturally's commissions, on behalf of the Buyer to the Seller, in which event the said payment by Meat Naturally on behalf of the Buyer will be deemed to be monies lent and advanced, the terms and conditions thereof being agreed with the Buyer in a separate credit agreement or sale agreement. All payments made by Meat Naturally to the Seller on behalf of the Buyer in terms of this clause will be made within 2 (two) working days from the auction date.
23. In the event of the Seller already being indebted to Meat Naturally at the time of this auction, the Seller hereby irrevocably authorizes Meat Naturally to set off the purchase price due to the Seller by Meat Naturally (minus their commission) against the amounts due by the Seller to Meat Naturally.
24. In the case that Meat Naturally owes the seller a reimbursement of a cost for branding, Meat Naturally will reduce the commission charge by the reimbursement amount.
25. Where Meat Naturally, in terms of a credit agreement, lent and advanced monies to the Buyer for payment of the purchase price of any animal or payment of any transport costs or insurance premiums, no defense of whatsoever nature which the Buyer may raise against the Seller or the transport contractor or the insurance company may be raised against Meat Naturally and the Buyer shall still be obligated to pay all amounts owing, together with further interest and costs thereon raised in terms of the credit agreement or sale agreement, to Meat Naturally. The conditions of this clause do not interfere with the rights, entitlements or remedies the Buyer may have against the Seller, transport contractor or insurance company.
26. Neither the Buyer, nor the Seller, shall be entitled to apply set-off or to retain any monies owing arising from any claim they may have against each other or Meat Naturally with regards to any amount owing in terms hereof.

REMOVAL AND RISK

27. Each animal or lot of animals shall immediately after the completion of each sale as is envisaged in paragraph 14 above deemed to be delivered and owned by the Buyer at which time the risk will pass to the Buyer.
28. The Buyer will at his own risk and cost remove the animal(s) from the auction venue. Removal of any animal(s) however will not be allowed by the Auctioneer until payment of the purchase price is made in full or acceptable arrangements for payment thereof have been made by the Buyer with the Auctioneer through the signing of a sale agreement.
29. The bidders' roll and vendor roll will be available for registered buyers for inspection on the day of the sale or with written notice and good reason during the normal office hours at the business premises of the Auctioneer within 90 days of the date of auction sale.
30. Under no circumstances will Meat Naturally be held liable for any loss or damage of any cause whatsoever albeit direct or indirect damages suffered by anyone if the livestock at the auction venue must be placed under quarantine because of the presence of a livestock disease present. In such an event Meat Naturally will have the right to cancel the auction as well as any already complete sales and no party will be entitled or have a right of recourse against Meat Naturally.
31. Any party requiring permits, removal certificate, documentation of identification or any other statutory prescribed document will solely be responsible for obtaining same.
32. Any instructions to an auctioneer with regards to the loading, transporting, choice of transport contractors, insurance or choice of insurers will be executed through a signed agreement and at the sole risk of the Buyer acquiring such services and the Auctioneer will not be held responsible for any losses whether direct or indirect which may be suffered because of giving effect to the instructions by the Auctioneer.
 - a. Any agreement entered into by the Auctioneer with a transport company or insurer is done so in its representative capacity of the seller or buyer.
 - b. All transport costs or insurance premiums are therefore payable to the Auctioneer as part of full payment on the day unless acceptable alternative arrangements were made with the Auctioneer.

LEGAL MATTERS

33. Both the seller and the buyer consent to the jurisdiction of the Magistrate's Court as contemplated in Section 45 of Act 32 of 1944 having jurisdiction to adjudicate any action which the Auctioneer may institute against the buyer or seller irrespective of the cause of action. Notwithstanding the aforesaid the Auctioneer will have the sole and absolute discretion to institute action in any High Court with appropriate jurisdiction.
34. Any legal costs that Meat Naturally may have or will incur because of the non-compliance of the Buyer and/or Seller in terms of its or their obligations herein, shall be recoverable by Meat Naturally, together with collection commissions from the Buyer and/or Seller on a scale as between attorney and own client.
35. No variation, amendment, novation or addition to these terms and conditions will have the effect of MEAT NATURALLY renouncing any of its rights in terms hereof, unless it is reduced to writing and signed by MEAT NATURALLY.

36. No relaxation or indulgence by the Auctioneer must be interpreted as a waiver of any of the Auctioneer's rights in terms hereof. Such relaxation or indulgence must also not be interpreted as a novation hereof.
37. Should any condition be unlawful or become retrospectively unlawful, that unlawful condition shall be deemed to be amended to the extent and in the manner as is necessary to make it lawful or should such amendment be impossible, the unlawful conditions shall be deemed devisable from the remainder of the conditions and pro non script.